Va. 633. The weight of authority of the State courts is that a reasonable amount paid counsel for securing the dissolution of an injunction is a proper element of damages in a suit on a bond conditioned "for the payment of all costs and of all damages sustained in case the injunction should be dissolved." This view is taken by the later cases in the courts of New Hampshire, New Jersey, Alabama, Florida, New York, Missouri, California, Indiana and Montana, while the contrary is held in Pennsylvania, Texas, Nebraska, Maryland, Mississippi and Tennessee. One phase of the question, upon which there seems to be a degree of harmony at least, is that when the fees of counsel are allowed, they are to be paid them for their services only in procuring the dissolution of the injunction. 2 High on Injunctions, 1686.

This conflict between the views of the State and Federal courts suggested the problem propounded in the dissenting opinion of Mr. Justice Harlan, in the case of *Tullock* v. *Mulvane* (decided March 3, 1902, *ante* p. 55), as arising where two actions are brought in the Federal court (there being diversity of citizenship in each case), one on an injunction bond executed in a Federal court and the other upon a like bond executed in a State court. "What would be the ruling as to the measure of damages?" says the learned judge. "Would the court disallow counsel fees in the first case, and allow them in the second case, where the highest court in the State had established the principle that counsel fees could be recovered?"

Savings Banks—By-Laws—Lost Book—Forged Order.—The negligence of a depositor in a savings bank in losing his book does not excuse the officers of the bank from the exercise of reasonable care in taking precautions to prevent payment to an impostor. This is true, notwithstanding the existence of a by-law in effect requiring immediate notice to the bank by the depositor of the loss of his book. The adoption of rules, regulations, and conditions which affect the contractual relations between a savings bank and its depositors may be shown by their long use, with the knowledge and approval of the trustees, as well as by record of a formal vote. The signature of a depositor thereto is not the only way to show his agreement to be bound by the rules and regulations of a savings bank. The agreement may be evidenced by his conduct. *Ladd* v. *Augusta Savings Bank* (Me.), 52 Atl. 1012.

There is a great deal of old law in this case, such as that a bank is not exempt from liability to a depositor by reason of its payment of a forged check drawn in his name. But the foregoing points are worthy of note, and in our opinion are rightly adjudged. The depositor is held to be presumed to have agreed to be bound by the rules, so that they become part of his contract with the bank. Citing *Gifford* v. *Bank*, 63 Vt. 108, 25 Am. St. Rep. 744, 11 L. R. A. 794; *Heath* v. *Bank*, 46 N. H. 78, 88 Am. Dec. 194. Further, as stated *supra*, he is held to a full knowledge of the customs of the officers of the bank, as well as the recorded rules of the trustees. But the case was adjudged against the bank upon the ground that these customs and rules cannot relieve the officers of the bank from the exercise of such care as would be reasonable under all the circumstances to protect the interests of the depositor and prevent loss to him. The court was of opinion, under the circumstances of the case, that this degree of care had not been shown.

In *Eaves* v. *Savings Bank*, 27 Conn. 229, 71 Am. Dec. 59, the rule was similar to that in the principal case, namely, that on account of the difficulty in identifying depositors, any person bringing the bank book of the depositor should, in the absence of suspicious circumstances, be taken to be the depositor or to have an order from him. It was held that, where distinct notice to the depositor of this rule was not shown, a forged order was no defense to plaintiff's action. *Kelley* v. *Savings Bank*, 2 Daly (N. Y.), 277, and *Appleby* v *Savings Bank*, 62 N. Y. 12, were cases in which the banks were held to be protected by their regulations; but in *Kummel* v. *Germania Savings Bank*, 127 N. Y., 13 L. R. A. 786, the bank was held, as in the principal case, in no way relieved by its regulation from "active vigilance to detect fraud and forgery."

BASTARDS—RIGHT TO INHERIT.—Under sec. 2916, Revised Statutes of Missouri, taken from the Virginia statute (now sec. 2552, Code of Virginia, 1887), providing that "bastards shall be capable of inheriting and transmitting inheritance on the part of their mother, as if lawfully begotten," a bastard may inherit from the brother of his mother who dies after her. *Moore* v. *Moore* (Mo.), 69 S. W. 278. Citing *Marshall* v. *R. Co.*, 120 Mo. 275, holding that the mother had a right of action under the Missouri statute for damages for the death of her bastard son.

The able opinion in the principal case is by Brace, J., and contains a full review of the American decisions, especially those of Virginia, which it adopts outright, following the case of *Butler* v. *Land Co.*, 84 Ala. 384, in which this language is used: "We adopt the view of the Virginia court as being more in accordance with the principles of justice and the enlightened and liberal policy of modern legislation on this subject."

The Virginia cases in question are *Garland* v. *Harrison*, 8 Leigh, 368; *Hepburn* v. *Dundas*, 13 Gratt. 219, and *Bennett* v. *Toler*, 15 Gratt. 588, 78 Am. Dec. 638.

The Missouri court overrules its own decision in *Bent's Adm'r* v. *St. Vrain*, 30 Mo. 268, decided in 1860, upon the authority of *Stevenson* v. *Sullivant*, 5 Wheat. 260, and also cites several decisions holding a bastard incapable under the statute in question of transmitting an estate by descent to his mother or to his illegitimate brother. But, says the court, "Under any and all of these statutes, and of the rulings of the courts thereupon, the plaintiff in this case, if his mother had survived her brother, would unquestionably have inherited from or through her an undivided fourth interest in the real estate in question. But she having died first, under the ruling in the Stevenson and the earlier Ohio and the Kentucky cases he inherits through her nothing from his mother's brother, and has no interest in the premises, although he is, in the language of the statute, 'the de scendant' of the intestate's sister, and the statute declares him 'capable of inheriting on the part of his mother in like manner as if he had been lawfully begotten of her.' Reasoning upon the same lines as in those cases, similar rulings have been made upon statutes substantially the same in other States. *Pratt* v. *Atwood*, 108 Mass. 40; *Curtis* v. *Hewins*, 11 Metc. (Mass.) 294; *Williams* v. *Kimball*, 35 Fla. 50, 16 South. 783, 26 L. R. A. 746, 48 Am. St. Rep. 238.

"On the other hand, under the rulings in the Virginia, the later Ohio, and Vermont cases cited, the fact of descent cast after the death of the mother would make no difference in his right of inheritance, and he would take the same in-